This troublesome question as to what degree of intoxication must be proved to justify the annulment of a marriage is one upon which the decisions treating it fail widely of agreement. The case most antagonistic to annulment is *Prine* v. *Prine,* 36 Fla. 676, 34 L. R. A. 87, where the marriage was held valid, the court saying: "If the party, at the time of entering into the contract was so much intoxicated as to be *non compos mentis,* and did not know what he was doing, and was for a time deprived of reason, the marriage is invalid, but it is not invalid if the intoxication is of a less degree than that stated." Even under such circumstances as would justify annulment, the court held ratification possible. The rule supported by the undoubted weight of authority is set out in 1 BISHOP, MAR., DIV. AND SEP., § 60 and is almost identical with that quoted above except that the ratification feature is lacking. Adhering to the rule in BISHOP'S text are *Roblin* v. *Roblin* (1881), 28 Grant Ch. (U. C.) 439; *Clement* v. *Mattison* (1846), 3 Rich. L. (N. C.) 93 and a dictum in *Legeyt* v. *O'Brien* (1834), Milw. Eccl. Rep. 325. The case most favoring annulment is *Johnston* v. *Browne* (1823), 2 Shaw & D. 495. There one was allowed an annulment on the ground that, at the time of the marriage, she had been stupefied by intoxication. In the principal case the court has set out a test of mental capacity which goes a step farther than the weight of authority in point of making annulment easy. It requires only that the petitioner shall have been unable to understand the nature of the duties and obligations imposed by the marriage contract, and has justified this test by analogy to the tests laid down in the same jurisdiction in determining the genuineness of wills. In *Estate of McKenna,* 143 Cal. 580, 77 Pac. 461, and in criminal cases. *P.* v. *Willard,* 150 Cal. 543, 89 Pac. 124. There is little doubt, however but the evidence in the principal case was sufficiently strong to warrant an annulment, even though the stricter test approved by the weight of authority had been adopted.

MASTER AND SERVANT—INDUCING BREACH OF CONTRACT OF SERVICE.—Defendant, a business rival of plaintiff, induced plaintiff's employees to break their employment contracts with plaintiff and to accept employment from defendant. *Held,* defendant was not liable unless the inducement was by fraudulent or wrongful means. *De Jong* v. *B. G. Behrman Co. et al.* (1912), 131 N. Y. Supp. 1083.

The decision of this case is clearly at variance with the unquestioned weight of authority in this country and in England. BLACKSTONE remarks: "The retaining another's servant during the time he has agreed to serve his present master; this, as it is ungentlemanlike, so it is also an illegal, act." 3 BLA. COM. 142. The rule in *Lumley* v. *Gye* (1853), 2 El. & Bl. 216, has remained the law in England up to the present time, despite the fact that it is said in the principal case that "its authority has been very much limited, if not actually weakened by *Allen* v. *Flood* [1898], A. C. 1," for in *Quinn* v. *Leathem* [1901], A. C. 495, Lord MACNAUGHTEN says in unequivocal language that *Lumley* v. *Gye* was rightly decided. See 1 MICH. L. REV. 28, 333, 2 MICH. L. REV. 305, and 4 MICH. L. REV. 138. In the principal case it is said that "in so far as it was based upon the ancient statutes of England respecting laborers and servants, it is clear that it has no application to conditions existing

in this State." Yet the better opinion and the one now generally held seems to be that the rule had its origin in the common law, and that it is founded upon the legal right derived from the contract, and not merely upon the relation of master and servant. *Walker* v. *Cronin,* 107 Mass. 555. It is said in note to *Thacker Coal & C. Co.* v. *Burke,* 5 L. R. A. (N. S.) 1091, that "in only two instances that have been discovered has the rule under discussion been questioned or criticized," citing *Rogers* v. *Evarts,* 17 N. Y. Supp. 264; *Johnston Harvester Co.* v. *Meinhardt,* 9 Abb. N. C. 393, 60 How. Pr. 168. Many courts do not limit the rule to contracts of service, but allow recovery in all cases where a third has caused the breach of the contract of whatsoever nature. *Raymond* v. *Yarrington,* 96 Tex. 443; *Angle* v. *Chi. etc. R. Co.,* 151 U. S. 1; *Walker* v. *Cronin,* 107 Mass. 555; *Jones* v. *Stanly,* 76 N. C. 355. There need be no fraudulent or illegal means used to induce the breach. It is sufficient that there be no lawful justification, *Jones* v. *Blocker,* 43 Ga. 331; *Bixby* v. *Dunlap,* 56 N. H. 456; or that the defendant have knowledge that the relation of master and servant exists, *Clark* v. *Clark,* 63 N. J. L. 1, 42 Atl. 770; *Butterfield* v. *Ashley,* 6 Cush. 249; *Brown Hardware Co.* v. *Ind. Stove Works,* 96 Tex. 453, 73 S. W. 800.

MUNICIPAL CORPORATIONS—LIMITATION OF INDEBTEDNESS—IMPROVEMENTS.—The Illinois Constitution, Art. 9, § 12, prohibits the assumption by any city of an indebtedness in excess of 5% of the property value in said city; this limit had been reached by a city at the time when it passed an ordinance providing for the construction of walks, a part of the cost to be paid by the city; but bonds were issued to take care of the city's share of the cost. A tax was levied to redeem a portion of these bonds, which levy defendant resists on the ground that the bonds are invalid and this levy unauthorized by reason of the above constitutional provision. *Held,* although this constitutional limitation does not apply to a tax levy to defray general municipal expenditures, yet when bonds have been issued against such expenditures, they constitute an indebtedness, and are within the prohibition. *People ex rel. Scoon* v. *Chicago & Alton R. Co.* (Ill. 1912), 97 N. E. 310.

Defendant contended that the assumption of an obligation for an improvement already made was not the assumption of an indebtedness, since the benefits had already completely accrued to the property of the city generally and it was virtually out of this increase in valuation that the cost of the improvement was being met. In other words, additional municipal assets had been in effect created against which the cost could be drawn without increasing the body of the municipal debt. The court refused to sanction such logic, since tax assessments are against personalty as well as against realty, and no increased value of the personalty in the city is claimed by reason of the improvement. This case states the position of the Illinois courts on the disputed question whether obligations, assumed for public improvements, which are to be met in the future, are items of indebtedness within the statutory prohibition. It is generally held that where a statute or a charter states such limitation, legislative enactment may authorize an indebtedness in excess of the same. *Swanson* v. *City of Ottumwa,* 118 Iowa 161, 91 N. W. 1048, 59 L. R. A. 620; *People* v. *City Council of Salt Lake City,* 23 Utah 13,